



CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
State of Texas – Department of Information Resources	AT&T Corp.	Name:
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address City State / Province Country Domestic / International Zip Code	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	Street Address City State / Province Country Domestic / International Zip Code Phone : Email : Sales/Branch Manager: SCVP Name:
CUSTOMER Contact		AT&T Contact Information
Name: Title: Telephone: Fax: Email:		Name: Address: City: State / Province: Country: Domestic / Intl / Zip Code: Telephone: Email:
CUSTOMER Billing Address and Contact		
Street Address City State / Province Country Domestic / International Zip Code Contact Name: Title: Telephone: Fax: E-mail:		

This Service Agreement is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict with this Appendix D, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms. DIR Contract No. DIR-TSO-2652 will prevail over all documents in accordance with Section 1.C of the Contract.

- ☒ Rider A – Purchased Equipment
☐ Rider B – Additional Cisco Terms
 ☐ Sub-Rider B1 - Cisco Try and Buy Program
 ☐ Sub-Rider B2 – Technology Migration Plan
 ☐ Sub-Rider B3 – Cisco Enterprise License Agreement Programs
☐ Rider C – Purchased Equipment Discounts
☒ Rider E – Additional Avaya Terms
☐ Rider F – ShoreTel Mobility Router

CUSTOMER

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

- ☒ Rider D – AT&T-Provided Services
 ☒ Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance
 ☐ Sub-Rider D2 – AT&T-Provided Maintenance
 ☐ Sub-Rider D3 – AT&T-Provided Warranty Services
 ☐ Sub-Rider D4 – reserved
 ☐ Sub-Rider D5 – reserved
 ☐ Sub-Rider D6 – Enhanced Transport Service
 ☒ Sub-Rider D7 – Statement of Work

AT&T

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

**GENERAL TERMS APPLICABLE TO
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- “Purchased Equipment” – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Service Agreement. “Purchased Equipment” includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- “Software” – means software purchased separately or software included with the equipment purchased, pursuant to this Service Agreement.
- “Services” – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer (“Quote”) or include such information in a Statement of Work (“SOW”). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable to DIR Contract No. DIR-TSO-2652 and to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order received with incorrect or missing information until corrected. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

4. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 4(a), ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. Warranty disclaimer is pursuant to Section 10.X of Appendix A.

(c) PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

5. MAINTENANCE CHARGES

In accordance with Appendix C, Pricing Index, AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services.

Rider A – Purchased Equipment

1. INVOICING; CREDIT TERMS FOR NON-STATE GOVERNMENT CUSTOMERS

For Customers whose purchases are not subject to the Texas Prompt Payment Act or the analogous status or rule of another state, payment is due within thirty (30) days after the date of the invoice, and payment must refer to the invoice number. AT&T may charge late payment fees at the lower of 1.5% per month or the maximum rate allowed by law for overdue payments. In addition, for such Customer, AT&T will invoice such Customer upon delivery to carrier and will retain a lien and purchase money security interest in each item of Purchased Equipment and Software until such Customer pays all sums due. Under those circumstances, AT&T is authorized to sign and file a financing statement to perfect such security interest .

2. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization (“RMA”) and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer’s or supplier’s policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T’S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

Rider D – AT&T-Provided Services

1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. WORKMANSHIP

The provision of Services under this Service Agreement shall be performed in a workmanlike manner. AT&T's obligation under this Section expires upon Customer's acceptance of the Services, except for latent defects caused by AT&T's Services.

3. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Service Agreement.

4. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

5. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T. Publicly-advertised employment opportunities do not apply to this provision.

6. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

7. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

8. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance

1. Definitions. The Service Agreement Supplement (“SAS”) applicable to Customer’s Avaya Equipment is provided with the Quote or Sub-Rider and is incorporated into this Pricing Schedule. “Supported Products” are: (i) products or software identified in the Quote for Avaya-Provided Maintenance; and (ii) Added Products. “Added Products” are additional products identified in a subsequent Quote that Customer purchases of the same type and manufacturer(s) as the existing Supported Products and that are located with existing Supported Products at a Supported Site. Maintenance for Added Products is provided until the end of the existing maintenance term. Products purchased from a party other than the manufacturer or an authorized reseller is subject to certification by AT&T at AT&T’s then current rates. If such products fail certification, AT&T may choose not to add them to the Supported Products. Supported Products may include non-Avaya products to the extent they are specified in the Quote. “Supported Systems” are a group of Supported Products or networks specified in the Quote. “Supported Sites” are locations specified in the Quote.

2. Maintenance Tier 1 Support. All Customer calls for support must be placed to the Avaya toll free number provided in the Quote, and invoices for maintenance services will be billed by AT&T while out-of-scope billable services will be billed to Customer directly by Avaya.

3. Replacement Hardware. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. The defective hardware must be returned by Customer to the address specified for return; title and risk of loss remain with the Customer until transport carrier’s delivery of the defective hardware to such address.

4. End of Support. AT&T may discontinue or limit the scope of Avaya-Provided Maintenance for any Supported Products that Avaya or the third party manufacturer has declared “end of life,” “end of service,” “end of support,” “manufacture discontinued” or similar designation (“End of Support”). End of Support notifications are given via Avaya’s user support website (<http://www.support.avaya.com>). Avaya targets posting of End of Support notifications for Avaya-manufactured products at least 6 months in advance of the End of Support date. End of Support for Avaya-Provided Maintenance will be effective as of the effective date of the End of Support notice. Avaya also may provide End of Support notices by email to email addresses that Customer has registered with Avaya. If Avaya-Provided Maintenance is discontinued, the affected Supported Product will be removed from the order and rates will be adjusted accordingly. For certain products subject to End of Support, Avaya may continue to offer a limited set of Services (“Extended Support”). End of Support notices include notification of end of Services coverage eligibility (including Extended Support) and alerts related to parts shortages. A description of any Extended Support available and related fees may be provided by AT&T.

5. General Limitations. Unless the SAS provides otherwise, Avaya-Provided Maintenance is available only for the unaltered current release of the Software, as defined in Rider E, and the immediately prior release. The following items are not included in the Avaya-Provided Maintenance unless the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) support for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

6. Customer Warranty. Customer continuously represents and warrants the following: (i) it is either the owner of or is authorized to access and use each Supported Product, Supported System, and Supported Site; and (ii) AT&T, Avaya and each of their suppliers and its subcontractors are authorized to do the same to the extent necessary to provide Avaya-Provided Maintenance in a timely manner.

7. Moves of Supported Products. Identical Avaya-Provided Maintenance may not be available in all locations. If Customer moves Supported Product, either cancellation or additional charges may apply.

8. Maintenance of Third-Party Systems. If one or more network addresses to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider (“Host”), Customer will: (i) notify AT&T and Avaya of the Host prior to commencement of Avaya-Provided Maintenance; (ii) obtain the Host’s advance written consent for AT&T and Avaya to perform Avaya-Provided Maintenance on the Host’s computer systems and provide AT&T and Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between AT&T and Avaya and the Host.

9. Access to Personal Data. Where Customer instructs AT&T and Avaya to access or to provide Customer or a third party with access to any employee, customer or other individual’s personal data contained in any Supported Product or Supported System, Customer will indemnify AT&T and Avaya and each of their officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney’s fees and costs) arising out of AT&T and Avaya accessing or providing access to such data in accordance with Customer’s instructions.

10. Sole Remedy and Disclaimer. If Avaya-Provided Maintenance does not conform with Section 3 of Rider D and AT&T receives Customer’s detailed request to cure within thirty (30) days of such non-conformance, AT&T will re-perform those Services. **This remedy will be Customer’s sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against AT&T with respect to the non-conformance.** Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer “hackers” or other third parties to create security exposures. Neither AT&T, Avaya nor any of their suppliers make any warranty, express or implied, that such security threats and vulnerabilities will be detected or that the Services will render an end user’s network or particular network elements safe from intrusions and other security breaches. **NEITHER AT&T NOR AVAYA, NOR ANY OF THEIR SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES.**

11. Renewal. IF THE SAS AND SUPPORT PLAN OFFERING GOVERNING CUSTOMER’S EXPIRING AVAYA-PROVIDED MAINTENANCE REMAIN GENERALLY AVAILABLE AT TIME OF END OF THE EXISTING TERM, SERVICES WILL RENEW UPON MUTUAL WRITTEN

Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance

AGREEMENT OF THE PARTIES FOR SUCCESSIVE ONE-YEAR TERMS UNDER THE SAS AND SUPPORT PLAN OFFERING AT THE THEN CURRENT CUSTOMER PRICE as identified in Appendix C of the DIR Contract, DIR-TSO-2652; PROVIDED HOWEVER THAT SUCH MUTUAL AGREEMENT MUST BE IN WRITING AND SIGNED BY BOTH PARTIES AT LEAST THIRTY DAYS PRIOR TO THE EXPIRATION OF THE APPLICABLE TERM. If the Parties do not mutually agree to renew such SAS and Support Plan Offering at least thirty days prior to the expiration of an applicable term, such SAS and Support Plan Offering will expire at the end of the existing term. Customer may otherwise renew Services at the end of a Term, subject to the then current SAS (that is the most similar to the SAS governing Customer's expiring Avaya-Provided Maintenance), with the most similar currently generally available support plan offering, at the then current Customer Price as identified in Appendix C of the DIR Contract DIR-TSO-2652.

Sub-Rider D7 – Statement of Work

Statements of Work executed by both parties as applicable to Services shall be attached hereto.

Rider E – Additional Avaya Terms

Avaya Software License and Warranty

(a) Avaya Software is subject to the Avaya Global Software License Terms for all Avaya Purchased Equipment at <http://support.avaya.com/LicenseInfo>. Customer shall assent to and comply with the Avaya Global Software License Terms. Any terms that are in conflict with DIR contract No. DIR-TSO-2652 shall be void.

(b) For Avaya Purchased Equipment, including both heritage Avaya and Heritage Nortel products, Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with the Avaya Product Warranty provided at <http://support.avaya.com/LicenseInfo>.